



## Grant County Central Services

P O Box 37  
Ephrata WA 98823  
(509) 754-2011 Ext-3276

To: Board of County Commissioners  
Re: Authorization to Proceed and Fund Jail site cleanup

August 30, 2023

As we begin to work on the jail, we will encounter several early bid packages as we prepare the site for construction of the jail. Each package will require an amendment to the standard AIA-A133 contract between Grant County and Lydig Construction.

The first such amendment is for the clean up of the site and hazardous materials abatement. This work was successfully bid on Grant County's behalf by our GCCM, Lydig Construction, and awarded to Abel Technologies (clean up) and A Central Asbestos (for the hazardous materials abatement).

The guaranteed maximum cost will not exceed \$255,991; all documentation is attached to this request.

Central Services respectfully requests the Board sign the amendment so that we may begin cleaning the new jail site.

Respectfully submitted.

*Tom Gaines*

Tom Gaines  
Director, Grant County, WA  
Central Services Department  
Cc. K. McCrae

Tom Gaines  
Director of Central Services  
[tgaines@grantcountywa.gov](mailto:tgaines@grantcountywa.gov)

# **AIA® Document A133® – 2019 Exhibit A**

## ***Guaranteed Maximum Price Amendment***

This Interim Guaranteed Maximum Price Amendment #1 ("Amendment") dated the 30th day of August in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the \_\_\_\_ day of December in the year 2022 (the "Agreement")

*(In words, indicate day, month, and year.)*

for the following **PROJECT:**

*(Name and address or location)*

**New Grant County Jail & Law and Justice Building Remodel**

35 C Street NW

Ephrata, WA 98823

**THE OWNER:**

*(Name, legal status, and address)*

**Grant County**

35 C Street NW

PO Box 37

Ephrata, WA 98823

**THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

**Lydig Construction, Inc.**

11001 E Montgomery Dr

Spokane Valley, WA 99206

Washington Contractor's License: LYDIGC\*264JC

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

### **TABLE OF ARTICLES**

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

### **ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

#### **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish ~~a Guaranteed Maximum Price~~, an interim Guaranteed Maximum Price for a portion of the Work that comprises the Project: Bid Package Nos. 1 and 2 (collectively the "GMP No. 1 Bid Packages"). The Owner and the Construction Manager anticipate that one or more subsequent amendments to the Agreement will be executed to establish an overall Guaranteed Maximum Price for the remainder of the Work.

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User Notes:

(1364668468)

As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price established herein is an amount that the Contract Sum shall not ~~exceed~~ exceed for the GMP No. 1 Bid Packages detailed in Attachment 1 hereto. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum for the GMP No. 1 Bid Packages is guaranteed by the Construction Manager not to exceed (\$ ~~Two Hundred and Fifty-Five Thousand, Nine Hundred and Ninety-One Dollars (\$255,991)~~, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price for the GMP No. 1 Bid Packages organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price for the GMP No. 1 Bid Packages as defined in Section 3.2.1 of the Agreement.  
(Provide itemized statement below or reference an attachment.)

See Attachment 1, Bid Release 1 Breakdown (August 15, 2023) (3 Pages)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
<u>N/A</u>	<u>N/A</u>

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[ ☒ ] The date of execution of this Amendment.

[ ☐ ] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

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§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

☒ By the following date: The Owner and the Construction Manager anticipate that the required Substantial Completion date will be established in a subsequent Guaranteed Maximum Price Amendment, consistent with the milestone schedule identified in the Agreement.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
<u>N/A</u>	<u>N/A</u>

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

N/A – See Attachment 1 for a description of the Work that is subject to this Amendment.

Section	Title	Date	Pages
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

N/A – See Attachment 1 for a description of the Work that is subject to this Amendment.

Number	Title	Date
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing

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or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title  
N/A

Date  
N/A

Pages  
N/A

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item  
N/A

Price  
N/A

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

N/A

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See Attachment 1, Bid Release 1 Breakdown (August 15, 2023) (3 Pages)

#### ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

N/A

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
CONSTRUCTION MANAGER (Signature)

Marc Seeberger, Senior Project Manager  
(Printed name and title)

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## ***Certification of Document's Authenticity***

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:43:53 PT on 08/29/2023 under Order No. 3104238397 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

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*(Signed)*

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*(Title)*

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*(Dated)*



Direct Construction Costs		Cost	Cost/SF
01 00 00 General Requirements		\$79,659	\$0.00
02 00 00 Existing Conditions		\$157,041	\$0.00
<b>Subtotal Direct Cost</b>		<b>\$236,700</b>	<b>\$0.00</b>
Markups		Cost	Cost/SF
<u>Direct Cost Subtotal</u>		<u>\$236,700</u>	<u>\$0.00</u>
<u>Taxes &amp; Insurance Subtotal</u>		<u>\$236,700</u>	<u>\$0.00</u>
GC/CM Contingency	3.00%	\$7,101	\$0.00
<u>Subtotal</u>		<u>\$243,800</u>	<u>\$0.00</u>
Fee	5.00%	\$12,190	\$0.00
<b>Total Estimated Construction Cost</b>		<b>\$255,991</b>	<b>\$0.00</b>



DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
<b>01 00 00 General Requirements</b>					
<b>01 30 00 Administrative Requirements</b>					
1 Auto Allowance - Spokane/Tri-Cities - PM Auto 150+ Miles	2	MON	\$730.00	\$1,460	\$0.00
2 Fuel/Maintenance (Trucks) - General Superintendent	1	MON	\$750.00	\$375	\$0.00
3 Fuel/Maintenance (Trucks) - Super 1	2	MON	\$750.00	\$1,500	\$0.00
4 General Superintendent - Marty B.	24	MHS	\$112.00	\$2,688	\$0.00
5 Meals	2	MON	\$300.00	\$600	\$0.00
6 Project Engineer #1 - Connor B.	6	WKS	\$2,800.00	\$16,800	\$0.00
7 Superintendent 1 - John H.	6	WKS	\$3,262.00	\$19,572	\$0.00
8 Superintendent 2 - Chad U.	1	WKS	\$5,078.00	\$5,078	\$0.00
<b>Subtotal 01 30 00 Administrative Requirements</b>				<b>\$48,073</b>	<b>\$0.00</b>
<b>01 40 00 Quality Requirements</b>					
<b>Subtotal 01 40 00 Quality Requirements</b>				<b>\$0</b>	<b>\$0.00</b>
<b>01 50 00 Temporary Facilities and Controls</b>					
9 Cell Phone Allowance	2	MON	\$120.00	\$240	\$0.00
10 Job Signs & Bulletin Boards	1	EA	\$200.00	\$200	\$0.00
11 LER EXT - Superintendent 1 Vehicle [Truck] (Month Rate)	2	MON	\$1,155.00	\$2,310	\$0.00
12 LER EXT - Superintendent 2 Vehicle [Truck] (Month Rate)	1	MON	\$1,155.00	\$578	\$0.00
13 LER INT - Superintendent 1 Vehicle [Truck] (Month Rate)	2	MON	\$750.75	\$1,502	\$0.00
14 Mailing Expense	2	MON	\$150.00	\$300	\$0.00
15 Mobilization/Start Up	1	EA	\$3,100.00	\$3,100	\$0.00
16 Office Supplies (Consumables)	2	MON	\$50.00	\$100	\$0.00
17 Phone, Fax & Internet Service - Monthly Charge	2	MON	\$350.00	\$700	\$0.00
18 Project Signs	1	EA	\$900.00	\$900	\$0.00
19 Storage Containers 8' or 10' or 20'	2	MON	\$97.00	\$194	\$0.00
20 Temp. Power	1	LS	\$15,452.50	\$15,453	\$0.00
21 Temp. Sanitary Facilities - Temp Toilets	2	MON	\$130.00	\$260	\$0.00
22 Temp. Sanitary Facilities - Wash Stations	2	MON	\$5.00	\$10	\$0.00
23 Water Coolers	2	MON	\$120.00	\$240	\$0.00
<b>Subtotal 01 50 00 Temporary Facilities and Controls</b>				<b>\$26,086</b>	<b>\$0.00</b>
<b>01 70 00 Execution and Closeout Requirements</b>					
24 Dust Control	1	LS	\$5,500.00	\$5,500	\$0.00
<b>Subtotal 01 70 00 Execution and Closeout Requirements</b>				<b>\$5,500</b>	<b>\$0.00</b>
<b>TOTAL 01 00 00 General Requirements</b>				<b>\$79,659</b>	<b>\$0.00</b>
<b>02 00 00 Existing Conditions</b>					
<b>02 80 00 Facility Remediation</b>					
25 Asbestos Abatement Subcontractor	1	LS	\$25,648.00	\$25,648	\$0.00
26 Site Remediation Subcontractor	1	LS	\$131,393.00	\$131,393	\$0.00
<b>Subtotal 02 80 00 Facility Remediation</b>				<b>\$157,041</b>	<b>\$0.00</b>
<b>TOTAL 02 00 00 Existing Conditions</b>				<b>\$157,041</b>	<b>\$0.00</b>





Subtotal Direct Cost	\$236,700	\$0.00
Total Estimated Construction Cost	\$255,991	\$0.00